

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

DOCUSIGN, INC.

Plaintiff,

v.

RPOST COMMUNICATIONS, LTD.; RPOST
U.S., INC.,

Defendant.

Civil Action No. 13-cv-735

COMPLAINT FOR PATENT
INFRINGEMENT

JURY DEMANDED

Plaintiff DocuSign, Inc. ("DocuSign") hereby alleges the following causes of action against Defendants RPost Communications, Ltd. and RPost U.S., Inc.

PARTIES

1. DocuSign is a corporation organized and existing under the laws of the state of Washington having a principal place of business at 1301 Second Avenue, Suite 2000, Seattle, Washington.

2. RPost Communications Ltd. ("RPC") is believed to be a Bermuda corporation having a registered address at 71 Pitts Bay Road, Pembroke, HM 08, Bermuda.

3. RPost U.S., Inc. ("RPU") is believed to be a Delaware corporation having as its corporate registered agent The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. RPU maintains a place of business at 6044 Century

1 Boulevard, Los Angeles, California. RPU has also asserted that it maintains places of business in
2 Boston and Texas.

3 4. Collectively in this complaint, RPC and RPU will be referred to as “RPost.”
4 RPost does business throughout the U.S. via its website at Rpost.com. At
5 <http://www.rpost.com/terms-and-conditions>, RPost generally refers to RPU as either a subsidiary
6 or an affiliate of RPC. The End-User License Agreement at that website states that customers
7 located in the U.S. are doing business with RPU. RPost lists an executive team at
8 <http://www.rpost.com/about-rpost/executive-team>, without indicating whether the listed
9 executives are affiliated with RPC or RPU. The “board and advisors” are listed as being
10 affiliated with RPC. Personnel who create and market the RPost services have stated that they
11 work for RPU. Upon information and belief RPU creates and operates the website at Rpost.com
12 to offer the accused services, and RPU further provides the services at issue in this action. RPC
13 has stated that it owns and controls RPU, and therefore RPC directs RPU to offer for sale and
14 sell the infringing services at issue in this action.

15 JURISDICTION AND VENUE

16 5. This action arises under the patent laws of the United States, particularly
17 including 35 U.S.C. § 271 and § 281. Jurisdiction is conferred upon this Court pursuant to
18 28 U.S.C. §§ 1331 and 1338(a).

19 6. RPost markets and provides the accused services throughout the United States,
20 including to customers located in the Western District of Washington. RPost knew and intended
21 that its infringing system would be provided to consumers in Western Washington. RPost
22 operates its website at rpost.com, which is an interactive website from which its accused services
23 may be directly purchased and used in Western Washington. RPost does not provide contact
24 information enabling customers or third parties to contact it at an actual physical location, and
25 instead does business through its website. On information and belief, RPost carried out general
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1 business in the Western District of Washington, and by virtue of this systematic contact has
2 established a business presence in this district. Accordingly, both jurisdiction and venue are
3 proper in this court. 28 U.S.C. §§ 1391 and 1400.

4 DOCUSIGN'S PATENT RIGHTS

5 7. DocuSign is the assignee of U.S. Patent No. 5,629,982 (the '982 patent), issued
6 May 13, 1997 to Silvio Micali. DocuSign owns the full right, title and interest in the '982 patent,
7 including the right to assert the claims and causes of action involved in this complaint and seek
8 damages related to both past and future damages.

9 8. The Micali patent is entitled "Simultaneous Electronic Transactions with Visible
10 Trusted Parties" In general, the Micali patent describes methods for transmitting messages using
11 trusted third parties, with a receipt for the message being provided to the sender. Encryption is
12 used to provide security for the message.

13 PATENT INFRINGEMENT

14 9. Upon information and belief, RPost began doing business sometime in 1999,
15 offering a version of certified email messaging using a trusted third party. In July 1999, RPost or
16 one of several related RPost entities filed an application that eventually resulted in U.S. Patent
17 No. 7,966,372 for a "System and Method for Verifying Delivery and Integrity of Electronic
18 Messages." During the course of prosecution of the '982 patent, the USPTO cited a related
19 Micali U.S. Patent No. 5,553,145. RPost personnel have otherwise confirmed their awareness of
20 Micali's patents, and RPost was at least aware of the '982 patent prior to the filing of the present
21 action.

22 10. RPost offers several services related to registered email and electronic document
23 signing through its website, and at least some of RPost's services include an encrypted
24 component with a receipt provided. For example, RPost offers email encryption under the
25 trademark SecuRmail that it describes as "secure email encryption, end to end." The RPost
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1 system offered for sale and sold in the United States infringes one or more claims of DocuSign's
2 '982 patent.

3 10. RPost's use, offer for sale, and sale of its infringing system has not been under
4 license or authority from DocuSign.

5 11. RPost's activities constitute direct or indirect infringement pursuant to
6 35 U.S.C. § 271. The RPost system that infringes the '982 patent is not a staple article of
7 commerce capable of substantial noninfringing uses. Upon information and belief, RPost is
8 aware of the '982 patent and actively encourages consumers to use its RPost encrypted
9 messaging systems in a manner that infringes the '982 patent.

10 12. As a direct result of RPost's infringement of DocuSign's '982 patent, DocuSign
11 has suffered, and will continue to suffer, damages in an amount to be established at trial. In
12 addition, DocuSign has suffered, and continues to suffer, irreparable harm for which there is no
13 adequate remedy at law.

14 13. On information and belief, as outlined above, RPost had actual knowledge of
15 DocuSign's '982 patent before engaging in its infringing activity and before the filing of this
16 complaint. In addition, RPost has referred to Micali patents in the course of depositions related to
17 RPost patents, and RPost has further been made aware of the Micali patent during discovery in
18 litigation or from other sources. Despite knowledge of DocuSign's '982 patent, RPost has
19 continued to use, offer for sale and sell its infringing system in the United States, including in
20 Washington State. RPost's infringement is therefore deliberate and willful and will continue
21 unless enjoined by this Court.

22 PRAYER FOR RELIEF

23 DocuSign requests the following alternative and cumulative relief:

- 24 1. Preliminary and permanent injunctions against the use, offer for sale and sale of
25 any system operated by RPost that infringes DocuSign's '982 patent;
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2. An award of damages adequate to compensate for the infringement, but not less than a reasonable royalty for use of the invention;
3. An award of treble damages pursuant to 35 U.S.C. § 284;
4. An award of reasonable attorneys' fees pursuant to 35 U.S.C. § 285;
5. An assessment of prejudgment interest and costs; and
6. Such other and further relief as the Court may deem just and proper.

DATED this 25th day of April, 2013.

s/ David A. Lowe, WSBA No. 24453

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